

**2003 TERMS AND CONDITIONS TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
AND
CENTRE NATIONAL D'ETUDES SPATIALES
FOR THE TIROS-N SERIES SATELLITE DATA COLLECTION SYSTEM**

These Terms and Conditions implement the March 26, 1986, Memorandum of Understanding (MOU) between Centre National d'Etudes Spatiales (CNES) and the National Oceanic and Atmospheric Administration (NOAA) concerning the cooperative Argos Data Collection System. They outline costs to and services to be provided by Service Argos, Inc,¹ of CNES and the United States, National Oceanic and Atmospheric Administration (NOAA), Office of Global Programs² in jointly providing support to their own authorized users for the location and data processing associated with the implementation and testing of remote platforms communicating with the satellites of the TIROS-N series.

Each authorized user under this Agreement adheres to the procedures and conditions of the Argos System. In this regard, program application forms should be submitted as soon as a program is planned. Data distribution will be accomplished under the policies established by the Argos Operations Committee.

TIME PERIOD OF COVERAGE

These Terms and Conditions are valid for the time period beginning on January 1 and ending on December 31, 2003.

DEFINITIONS

"Platform-year" is defined as 365 days of operation of an acceptable Platform Transmitting Terminal (PTT).

"Consultation of files" or "Access to the data" is defined as direct user access to the disk files either by telephone, telex, or other public data networks.

The "Global Agreement" includes all those participating countries which agree to the Terms and Conditions contained herein and which sign a similar Agreement with Collecte Localisation Satellites (C.L.S.) or Service Argos, Inc. prior to March 1, 2003.

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- 1 Service Argos, Inc. is the subsidiary of CNES in charge of operating the Argos System and implementing these Terms and Conditions for North American users.
 - 2 Hereafter defined by ROC, i.e., a unique Representative Organization for a Country or a group of countries.

SERVICES PROVIDED BY SERVICE ARGOS, INC.

Service Argos, Inc. will perform the following categories of services associated with PTT's of the authorized users:

- (1) Location determination or both location determination and data collection for PTT's with a repetition period equal to or less than 120 seconds, application of calibration curves to the data when appropriate, access to the data and distribution of the data according to the paragraph below entitled "DISTRIBUTION OF PROCESSED DATA," and archiving for 3 months.
- (1a) Same as (1) but subject to the limitation under LIMITED USE SERVICE.
- (2) Data collection for PTT's with a repetition period greater than 200 seconds, application of calibration curves to the data when appropriate, access to the data and distribution of the data according to the paragraph below entitled "DISTRIBUTION OF PROCESSED DATA," and archiving for 3 months.
- (3) Same service as (1) except the location and data are not made available to the users unless they require the data and follow the conditions for back-up service.
- (4) Same service as (2) except the data are not made available to the users unless they require the data and follow the conditions for back-up service.
- (5) This service is for category (1), (1a), or (2) platforms that continue to transmit but for which the location or data collection are of no further use to the user or the community. Platforms are subject to the limitations under "CONDITIONS FOR INACTIVE STATUS." Location and data are no longer available.

USER CHARGES PER PLATFORM-YEAR

- (1) Charges for authorized users under this Agreement are given in the Table entitled "Summary of Services and Tariffs to Users Under the Global Agreement."
- (2) Service, Argos, Inc. agrees to charge those authorized users a rate of $X = \$3,754$ per platform-year for services defined in category (1), a rate as defined below under "CONDITIONS FOR LIMITED USE SERVICE" (paragraph 3) for services defined in category (1a), a rate of $X/2$ for services in category (2), a rate of $2X/5$ for services in category (3), a rate of $X/5$ for

services in category (4), and a rate of X/6 for services in category (5).

- (3) It is agreed that Service Argos, Inc. will record the number of platform-days and will send quarterly reports to the ROC which contain the number of platform-days accumulated up to the time of the reports.
- (4) These charges will remain the same for the time period of coverage stated above. It is possible that these costs may vary from year to year. Therefore, the ROC and Service Argos, Inc. will discuss and conclude Agreements concerning fees to be charge to users prior to establishing the Terms and Conditions for the Agreement valid for the following year.

CONDITIONS FOR LIMITED USE SERVICE

This service is intended for those users whose programs operate effectively using a reduced number of data transmission. Platforms under this service category are supposed to use a randomly initiated duty cycle. The following conditions must be met:

- (1) Standard location or standard location and data processing services only apply;
- (2) Platform can transmit no more than 24 hours in any and all 72 hours periods;
- (3) Users will be charged the standard data collection and location rate for actual PTT days used up to a maximum of ten per month;
- (4) All platforms in a single program must meet these conditions; and
- (5) Separate program applications must be submitted.

CONDITIONS FOR BACK-UP SERVICE

- (1) For PTT's covered by the "back-up service," the data are stored in a special data bank for 6 months, but will not be distributed to the user. All PTT's of this type will be counted at 2X/5 (Category 3) or X/5 (Category 4) of the corresponding tariff under the Global Agreement.
- (2) Each user can require Service Argos, Inc. to grant access to the active computer files during a specified period. Service

Argos, Inc. will perform the required file modifications. During the specified period, the PTT's will be counted at the standard tariff (Category 1 or 2) in the Global Agreement from the first of the month in progress. Each operation involving a file modification will be charged directly to the user as indicated under "LIMITATIONS ON PTT's," paragraph 1.

- (3) Upon request, Service Argos, Inc. will provide printouts, and/or floppy disks, and/or CDs including the data from PTT's in the back-up mode for a specified period up to six months before the receipt of the order. For the specified period, the PTT's will be counted at the standard tariff (Category 1 or 2) in the Global Agreement.
- (4) Service Argos, Inc. will begin required services only after receipt of a detailed letter or email specifying the service, the period required, and the program involved.

CONDITIONS FOR INACTIVE STATUS

This status is intended for those platforms that continue to transmit but for which the location or data collection are of no further use to the user or the community. The following conditions must be met to qualify:

- (1) Platforms in Standard Service [category (1) or (2)], Limited Use Service [category (1a)] are admissible;
- (2) The platforms must have operated in category (1), (1a), or (2) for a minimum of 2 months;
- (3) Data or location information cannot be retrieved nor can the platform revert to any category of service;
- (4) It is intended that location and/or data collection may not be computed using a Local Users Terminal or other direct readout facility.

ACTIVE PLATFORM FEE

A monthly fee of \$5.64 is applied to each active platform (those transmitting at least once per month).

DESIGNATED ROC

Stephen J. Auer
NOAA, Office of Global Programs
Suite 1210
1100 Wayne Avenue

ROC PARTICIPATION

For the period beginning January 1, 2003, the ROC will purchase for authorized users the guaranteed minimum of **790.0** platform-years in advance for 12 months service. On December 31, 2003, the final count of platform-years and fractions thereof which were actually used will be determined. The final cost adjustment over **1,437.8** platform-years amount (if required) will be determined at the tariff defined under "GENERAL TERMS OF AGREEMENT" Item (7).

LIMITATIONS ON PTT'S

For those PTT's under these Terms and Conditions, there are certain limitations which are itemized below:

- (1) The modification of platform characteristics (number of sensors, calibration curves, etc.) will require a charge defined in the annual price list issued by Service Argos, Inc. This charge and any additional financial cost resulting from these limitations will be paid by the users directly to Service Argos, Inc. Platform modifications within the GTS processing subsystem are not charged. In order to enter, delete, or modify a platform, a one-week period may be necessary. After entering a new platform, a minimum of 1 calendar month is required to change the processing category of that platform. However, 2 months are required to enter Inactive Status;
- (2) As an average per individual Agreement and per category of service for the platforms processed under these Terms and Conditions, there will be no more than six (6) locations for two (2) satellites processing and nine (9) locations for three (3) satellites processing derived for repetition periods up to and including 120 seconds or no more than ten (10) data acquisitions for two (2) satellites processing and fifteen (15) data acquisitions for three (3) satellites processing for a platform--day, allowed without additional financial cost. This cost will be six percent (6%) of the applicable tariff rate multiplied by the number of processed platform-years for each individual program and category of service whose average daily use exceeds these limits. The additional cost for all programs will not exceed four percent (4%) of the total liability under this Agreement. Funds for unused PTT-years under this agreement will be applied to offset these supplemental charges.

DISTRIBUTION OF PROCESSED DATA

- (1) These Terms and Conditions do not cover the costs of special off-line arrangements made to provide processed data back to the users. These arrangements must be made by the user directly with Service Argos, Inc;
- (2) However, it is understood that Service Argos, Inc. will continue to provide data from PTT's via the World Weather Watch Global Telecommunication System (WWW/GTS) of the World Meteorological Organization (WMO) according to procedures established by WMO.

PERIOD OF SYSTEM USE

When a location and/or data collection platform is initially received into the system in a 24-hour period, starting at 00.00 UTC, Service Argos, Inc. will begin to accumulate the number of platform-days.

BILLING AND PAYMENTS

- (1) Service Argos, Inc. will bill the ROC quarterly for the costs associated with the guaranteed minimum platform-years (\$741,415.) and for all the costs associated with the Active Platform Fee.
- (2) When these Terms and Conditions are agreed to, Service Argos, Inc. will send quarterly bills to the ROC in accordance with standard Service Argos payment terms. See Annex 1 for shared invoicing of JTA users. Final adjustment will be made after December 31, 2003. Service Argos, Inc. will include additional charges if necessary on the final quarterly bill. Additional costs may include the costs incurred under "LIMITATIONS ON PTT'S" paragraph (2) and special services.

The ROC bills should be sent to the USA ROC:

Stephen J. Auer
NOAA, Office of Global Programs
Suite 1210
1100 Wayne Avenue
Silver Spring, MD 20910-5603

Payment by the USA ROC will be sent to:

Service Argos, Inc.
1801 McCormick Drive, Suite 10
Largo, MD 20774

- (3) Services which are charged directly to users as in paragraph (1) under "LIMITATIONS ON PTT'S" and paragraph (1) under "DISTRIBUTION OF PROCESSED DATA" above, require a service agreement directly between the individual user and Service Argos, Inc., as noted in paragraph (2) under "GENERAL CONDITIONS OF AGREEMENT" below.

GENERAL CONDITIONS OF AGREEMENT

- (1) The ROC and Service Argos, Inc. will coordinate user information (SUAs, mailing addresses, etc.) to update the list of users included in the Agreement as appropriate.
- (2) For services not provided within this Agreement, individual users under this Agreement must negotiate directly with Service Argos, Inc. Payments associated with these negotiations must be settled on receipt of the invoice. If these conditions are not met, Service Argos, Inc. may stop the distribution of the user's processed data. Nevertheless, active platforms received by the system will be counted in the platform-year total. Should this situation occur, Service Argos, Inc. will immediately notify the ROC.
- (3) Authorized users are defined as those implementing PTT's which are government funded. However, other users of agencies or organizations which are considered "non-profit" may be authorized. PTT's funded partly or entirely by private companies or organizations cannot be included in the conditions of this Agreement, even if data are supplied free of charge to national or international organizations.

If these rules are not followed, Service Argos, Inc. may stop the distribution of this user's data. Should this situation occur, Service Argos, Inc. will immediately notify the ROC. Nevertheless, active PTT's received by the system will be counted in the platform-year total and data stored.

- (4) All authorized users must sign a service agreement for each program, either for the current year or for the duration of the program, in order to clearly specify the services they request, whether these services are provided under this Agreement or not.
- (5) The terms of the Agreement are based on a planned minimum purchase of 1,187 platform-years by all participants in the Global Agreement for the year 2003. Each ROC must finalize their commitment by January 15, 2003. Each ROC is responsible to assure that the signed Agreement for the amount committed on January 15, 2003 is received by Service

Argos, Inc., before March 15, 2003. On and after this date, Service Argos, Inc., will not take into account other Agreements and will invoice according to the above conditions.

- (6) As an incentive to encourage expansion of individual programs, a bonus scheme will operate as follows:
 - a) Where the number of platform-years contracted by the country equals or exceeds the estimate confirmed and recorded at the JTA-XVII meeting, the contracted number will be increased by 82% for the purpose of calculating any excess use.
 - b) For countries not meeting the requirement in (a) above, but having benefitted of a 35% bonus during the year preceding immediately that of these present Terms and Conditions, and whose number of platform-years contracted equals or exceeds the number signed under the preceding Terms and Conditions, the contracted number will be increased by 82% for the purpose of calculating any excess use.
 - c) For countries not meeting the requirements in (a) and (b) above, but whose number of platform-years contracted equals or exceeds the number signed under the preceding Terms and Conditions, the contracted number will be increased by 35% for the purpose of calculating any excess.
- (7) Each participating country will be charged for excess use over and above the contracted number of PTT-years (inflated by the above bonus as appropriate):
 - a) at the tariff defined under "USER CHARGES PER PLATFORM-YEAR" divided by 1.35 (one point thrity five), if the participating country benefits of 82% bonus during the year.
 - b) At the tariff defined under "USER CHARGES PER PLATFORM-YEAR" in all other cases.
- (8) Free access to the third satellite continues to be provided for biologists, within existing limitations on number of locations.
- (9) A/B class locations will be included as an integral part of the services to be provided to biologists under the JTA.

NORMAL TARIFFS CHARGED BY SERVICE ARGOS, INC.

As an indication of additional costs for services not covered by this Agreement, the normal tariffs charged will be provided by Service Argos, Inc., to the ROC.

Kenneth A. Mooney Date
Acting Director,
NOAA Office of Global Programs

William E. Woodward Date
President,
Service Argos, Inc.